

UNPUBLISHED

UNITED STATES COURT OF APPEALS

FOR THE FOURTH CIRCUIT

JARA C. UZENDA,

Plaintiff-Appellant,

v.

No. 97-1841

AMERICAN REPUBLIC INSURANCE

COMPANY,

Defendant-Appellee.

Appeal from the United States District Court
for the District of South Carolina, at Florence.
Cameron McGowan Currie, District Judge.
(CA-96-304-4-22)

Submitted: May 19, 1998

Decided: June 3, 1998

Before MURNAGHAN and MICHAEL, Circuit Judges, and
HALL, Senior Circuit Judge.

Affirmed by unpublished per curiam opinion.

COUNSEL

Jara C. Uzenda, Appellant Pro Se. Mark Wilson Buyck, Jr., WILL-
COX, MCLEOD, BUYCK & WILLIAMS, P.A., Florence, South
Carolina, for Appellee.

Unpublished opinions are not binding precedent in this circuit. See Local Rule 36(c).

OPINION

PER CURIAM:

Jara C. Uzenda appeals the district court's grant of summary judgment in favor of American Republic in her breach of contract claim. Finding no error in the district court's order, we affirm.

This Court reviews a grant of summary judgment de novo. See Higgins v. E.I. DuPont de Nemours & Co., 863 F.2d 1162, 1167 (4th Cir. 1988). Summary judgment is properly granted when there are no genuine issues of material fact and when the record taken as a whole could not lead a rational trier of fact to find for the non-moving party. See Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986). All reasonable inferences are to be drawn in favor of the non-moving party. See Cole v. Cole, 633 F.2d 1083, 1092 (4th Cir. 1980).

Uzenda was a career agent for American Republic. Her suit involves the payment of commissions following the termination of the contract between the parties. According to Uzenda, the contract provision regarding these payments is ambiguous and should be construed against American Republic. We agree with the district court, however, that the contract is not ambiguous. Rather, the contract clearly states that an agent's commissions vest in accordance with the terms of the contract, the Commission Schedules, and the Vesting Schedule. The Vesting Schedule, in turn, provides that "if termination of an agent's contract occurs after the anniversary date of the agent's contract," the agent will receive a percentage of her commissions based upon the length of the agent's service with the company.

We have considered all of Uzenda's arguments suggesting alternative interpretations and find them to be without merit. Accordingly, we affirm the district court's grant of summary judgment in favor of American Republic. We dispense with oral argument because the facts and legal contentions are adequately presented in the materials

before the Court and argument would not aid the decisional process.

AFFIRMED